

Remarks***Amendments To The Specification***

The title has been changed to reflect the cancellation of Claims 1-2, 2-6, 9 and 12 and to mention the claimed method and computer medium subject matter.

The Abstract has been changed to reflect the cancellation of Claims 1-2, 2-6, 9 and 12 and to mention the claimed method and computer medium subject matter.

Rejections Under 35 U.S.C. § 102

Claims 3 and 4 stand rejected under Section 102 as being anticipated by Fabel (2002/0149196). The Examiner asserts that "Fabel teaches the printed article (check) 12 enclosed in the wrapper with postage and delivery information printed thereon and folded about the article (check) in Fig. 6." This assertion is not correct.

Fabel teaches a one-piece mailer, not a two-piece parcel in which a wrapper is folded around an article, as recited in Claim 3. Check 12 in Fabel is printed on the mailer, not enclosed within the mailer, as shown clearly in Fig. 7 of Fabel. This distinction is also evident from the text describing Fig. 1 in Fabel, at paragraphs 26 and 28.

"Mailing form 10 comprises mailer envelope front ply section 11, document section 12, and mailer envelope back ply section 13, vertically aligned with one another and divided from one another by horizontal perforations.
* * *

Document section 12 provides an area for printing a document which can then be folded such that it is contained within the front and back ply sections of a folded mailer envelope. Preferably, section 12 can include a perforation 22 which divides section 12 in half, forming separable sections 12a and 12b"

Fabel does not teach all of the limitations of Claim 3 and the Section 102 rejections of Claim 3 and Claim 4 (which depends from Claim 3) should be withdrawn.

Rejections Under 35 U.S.C. § 103

Claims 7-8 and 10-11 stand rejected under Section 103 as being obvious over Bussell (2002/0110397) in view of Miller (6,244,763).

Claim 7 requires computing the weight of a parcel based on the electronic representations of the wrapper and the document. In support of the rejection of Claim 7, the Examiner states that "Miller teaches that the weight 92 of the total parcel is computed on the front page diagram." Part number 92 in Miller is a scale, not the weight of a parcel. Miller, Fig. 4A and column 6, lines 10-12. Miller does not teach computing the weight of a parcel. Rather, Miller weighs the parcel to determine its weight. More specifically, Miller does not teach computing the weight of a parcel based on the electronic representations of the wrapper and the document as required in Claim 7. If the Examiner disagrees, he is respectfully requested to specifically point out the passages in Miller that show computing the weight of a parcel as required in Claim 7. Absent such a showing, the rejection of Claim 7 should be withdrawn.

For this same reason, Claim 10, which requires computer readable instructions for computing the weight of a parcel based on the electronic representations of the wrapper and the document, also distinguishes patentably over Bussell and Miller.

Claims 8 and 11 distinguish patentably over Bussell and Miller due to their dependence on Claims 7 and 10, respectively.

The case is now felt to be in condition for allowance. The foregoing is believed to be a complete response to the outstanding Office Action.

Respectfully submitted,

Robert Sesek

By 

Steven R. Ormiston
Reg. No. 35,974

August 14, 2003

6

S/N: 10072,491
Case: 10012541-1
Response to Office Action

FAX RECEIVED

AUG 15 2003

TECHNOLOGY CENTER 2800